

December 5, 2016, Item # 9

TOWN COUNCIL

November 14, 2016

TO: Ron Van Winkle, Town Manager

FROM: Essie S. Labrot, Town Clerk/Council Clerk

Essie S. Labrot

The Town Council at its meeting held on November 9, 2016 referred the following Resolution Authorizing the Town Manager Execute a Lease of Certain Land at Sedgwick Road to Town Plan and Zoning.

WHEREAS, West Hartford had entered into a lease agreement with the previous property owner of 17-19 Sedgwick Road, permitting the installation of a dumpster pad and dumpster on West Hartford real property, which were never installed;

WHEREAS, that portion of land adjacent to 17-19 Sedgwick Road is described as beginning at a point marking the northeast corner of the herein described easement; said point of beginning is located on the westerly boundary line of #17 & #19 Sedgwick Road and on the easterly boundary line of property N/F The Town of West Hartford.

WHEREAS, for the limited purpose of permitting the subsequent owner of 17-19 Sedgwick Road, Mr. Craig Yelin, President of Boardwalk Realty, to use that same portion of West Hartford real property for the purpose of installing a dumpster pad, and a dumpster, the Parties wish to renew the previous lease agreement;

WHEREAS, West Hartford does not wish to or intent to sell this land at this time, but is willing to permit the specified portion to be leased for a period of 10 years;

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF WEST HARTFORD that the Town Manager is hereby authorized to execute a lease with respect to the property in question and in a form substantially in accord with the attached.

Attachment: Lease

cc: Pat Alair, Corporation Counsel
Kimberly Boneham, Deputy Corporation Counsel
Mark McGovern, Director of Community Services
Kevin Ahern, Chairman Town Plan and Zoning Commission
Todd Dumais, Town Planner



TOWN OF WEST HARTFORD 50 SOUTH MAIN STREET
WEST HARTFORD, CONNECTICUT 06107-2431
(860) 561-7430 FAX: (860) 561-7438
www.westhartford.org

LEASE

THIS LEASE AGREEMENT (Lease), made the ____ day of September, 2016, (the "Effective Date") between the Town of West Hartford, a municipal corporation existing under the laws of the State of Connecticut, acting herein by Ronald Van Winkle, its duly authorized Town Manager (hereinafter "Lessor"), and Boardwalk Realty, Inc., of 20 Westborough Drive, West Hartford, CT, 06107, a corporation under the laws of the State of Connecticut, by its duly authorized representative (hereinafter "Lessee"), collectively referred to as the "Parties".

WITNESSETH:

That in consideration of the mutual covenants contained herein, and incorporating the language above, the Parties mutually agree as follows:

1. The Lessor shall lease to the Lessee, to have and to hold for a term of ten (10) years from the Effective Date, and ending the September 30, 2026, the following described premises (hereinafter "Premises"):

Beginning at a point marking the northeast corner of the herein described easement. Said point of beginning is located on the westerly boundary line of #17 & #19 Sedgwick Road and on the easterly boundary line of property N/F The Town of West Hartford. Said point of beginning is located approximately 28 southerly feet from the southerly street line of Sedgwick Road.

Thence southerly along the westerly boundary line of #17 & #19 Sedgwick Road and the easterly boundary line of property N/F The Town of West Hartford a distance of 13' +/-.

Thence westerly on land N/F The Town of West Hartford a distance of 3' +/-.

Thence northerly on land N/F The Town of West Hartford a distance of 12.5' +/-.

Thence easterly on land N/F The Town of West Hartford a distance of 5.5' +/- to the point and place of beginning.

2. Lessee shall pay as rent for the Premises for any lease year the sum of \$100.00. As further consideration for the Lease, the Lessee agrees to maintain the parcel of the Lessor's property of which the Premises form a part.
3. Said annual rent shall be paid in advance in annual installments due on the first day in October each year.
4. It is the intention of the Parties that the leased Premises are to be used exclusively as a dumpster site associated with 17-19 Sedgwick Road. In that regard, this Lease is assignable only in connection with a transfer of the property currently owned by the Lessee at 17-19 Sedgwick Road. An assignment of this Lease by the Lessee in the absence of a concurrent sale of 17-19 Sedgwick Road to the assignee; or a retention of this leasehold by the Lessee after a sale of 17-19 Sedgwick Road shall be deemed to be a breach of the terms of this Lease. In such event the Lessor may

unilaterally terminate this lease at its option upon 30 days' written notice to the Lessee, or Lessee's purported assignee.

5. The Lessee shall not erect upon the Premises any permanent structures, except a concrete dumpster pad and a fence. It is the understanding of the Lessor and the Lessee that should the Town of West Hartford need to remove said fence for any municipal purpose, it shall be permitted to do so, and the cost of replacing said fence shall be borne by the Lessee.
6. The Lessee shall, at all times, maintain the demised premises in good repair, and shall procure insurance coverage for the demised premises endorsed to name the Town of West Hartford as an additional insured thereupon. Failure to maintain the leased Premises shall constitute a breach of this Lease, and Lessor may terminate this lease at its option upon 30 days' written notice to the Lessee.
7. The Parties agree that at the end of this Lease they may, by mutual agreement only, extend this Lease for an additional 10-year period, subject to Town Council approval.

WITNESSED

TOWN OF WEST HARTFORD (Lessor)

Ronald Van Winkle
Town Manager
Duly Authorized

WITNESSED

Boardwalk Realty, Inc. (Lessee)

Craig Yelin
President

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: West Hartford, September __, 2016

Personally appeared Ronald Van Winkle, Town Manager of the Town of West Hartford, signer and sealer of the foregoing instrument, who, being duly authorized, acknowledged the same to be his free act and deed and the free act and deed of said Town of West Hartford, before me

Notary Public
My Commission Expires:

(Seal)

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: West Hartford, September __, 2016

Personally appeared Craig Yelin, President for Boardwalk Realty, Inc., signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of Boardwalk Realty, Inc., before me

Notary Public
My Commission Expires:

(Seal)